

# Exhibit “A”

**Non-Circumvent & Non-Disclosure Agreement  
&  
Investment, Merger, Project or Sales Opportunity — Letter of Intent (LOI)**

**NON-CIRCUMVENTION, NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT**

THIS AGREEMENT entered into on this 28th Day of July 2015 is for the Professional Association and arrangement of Negotiations, including Non-Circumvention, Non-Disclosure and Confidentiality between Steven Baritz, dba "Net Savings Link, Inc." Phone no. 516-250-9767 whose office is located at 4 Clematis Court, Lake Grove, NY. 11755 , and Vikram P Grover dba "IX Advisors", 111 N 4<sup>th</sup> Ave., St Charles, IL 60174 , together with its operating divisions and relevant investment partners named directly or indirectly together "The Parties."

The Parties with this agree to respect the integrity and tangible value of this agreement and data between them.

THIS AGREEMENT is a perpetuating guarantee for one (1) year from the date of execution and is to be applied to any and all transactions present and future, of the introducing party, including subsequent follow-up, repeat, extended, renegotiated, and new transactions regardless of the success of the individual or first project.

Because of THIS AGREEMENT, the Parties involved in this transaction may learn from one another, or from principals, the names and telephone numbers of investors, borrowers, lenders, agents, brokers, banks, lending corporations, individuals and/or trusts, or buyers and sellers hereinafter called contacts. The Parties with this acknowledge, accept and agree that the identities of the contacts will be recognized by the other Party as exclusive and valuable contacts of the introducing Party and will remain so for the duration of this agreement.

The Parties agree to keep confidential the data and the names of any contacts introduced or revealed to the other party, and that their firm, company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, heirs, assigns, designees, or consultants will not contact, deal with, negotiate or participate in any transactions with any of the contacts without first entering a written agreement with the Party who provided such contact unless that Party gives prior written permission. Such confidentiality will include any names, addresses, telephone, telex, facsimile numbers, e-mail, and/or other pertinent information disclosed or revealed to either Party.

The Parties agree not to disclose, reveal or make use of any information during discussion or observation regarding methods, concepts, ideas, product/services, or proposed new products or services, nor to do business with any of the revealed contacts without the written consent of the introducing party or parties. This includes the security and integrity of the disclosing parties crucial business information, customers, process, and procedures including trade and brand names and all copyrighted material.

Due to the broad language of this document, specific safe harbor provisions apply to all previous transaction elements, data, names, and specific business agreements of either party that are executed in writing prior to this agreement, or are known prior to this agreement and are recorded, published, announced and or disclosed regardless of source including documents or data exchanged between the parties prior to this date.

The Parties agree that due to the many variables surrounding each Business Financial Transaction, project, sale, merger and or acquisition that will occur because of this agreement, the commission to be paid and/or the fee structure between the Parties, or the relative valuation can vary. A separate fee/commission agreement or separate valuation and transaction agreement will outline the relative valuation and or compensation for each Business/Financial Transaction. The fee or commission agreement or valuation and transaction agreement must be drafted and acknowledged by mutual signature before all transactions will close or commence.

This agreement shall also specifically allow the parties to explore opportunities arising out of the sale of business interests, processes, procedures, trade secrets, assets, stock, mergers or acquisitions, customer base, trade names, products, or lines of business needed to execute a deal of greater valuation, or greater value to the parties without the need to specifically state the goals of the agreement so entered in this document



that would later be declared by the parties in a separate agreement that mutually executed would supersede or incorporate this agreement.

For a period commencing upon the execution of this agreement and ending on the date of Closing or by letter of mutual termination, or superseding agreement neither the receiving party or any of its officers, directors, employees, members, shareholders, agents or representatives shall solicit, encourage or discuss any similar transaction pertaining to the business, transaction, assets, or supply any non-public information concerning the transaction to anyone who may be contemplating a transaction pertaining thereto (other than CTC and its agents or representatives), without prior notification to the disclosing party. Specific safe harbor provisions for this paragraph include the normal and customary aspects of both parties' business operations and reports required by prior agreements, business compliance, government, or regulatory bodies.

In case of circumvention or disclosure, the Parties agree and guarantee that they will pay a legal monetary penalty that is equal to the commission or fee the circumvented Party should have realized in such transactions, by the person(s) engaged on the circumvention for each occurrence, or the gross revenue realized by the circumventing party in each instance whichever is greater. If either party commences legal proceedings to interpret or enforce the terms of THIS AGREEMENT, the prevailing Party will be entitled to recover court costs and reasonable attorney fees.

The parties will construe THIS AGREEMENT in accordance with the laws of the State of Nevada. This agreement may be may be executed in multiple counterparts, any one of which need not contain the signature of more than one party, but all of which counterparts, taken together, shall constitute one and the same agreement. If any provision of this agreement is found to be void by any court of competent jurisdiction, the remaining provisions will remain in force and effect.

THIS AGREEMENT contains the entire understanding between the Parties and any waiver, amendment or modification to THIS AGREEMENT will be subject to the above conditions and must be attached hereto or reference this document.

Upon execution of THIS AGREEMENT by signature below, the Parties agree that any individual, firm company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, heirs, assigns, designees or consultants of which the signatory is an agent, officer, heir, successor, assign or designee is bound by the terms of THIS AGREEMENT.

A facsimile copy of this Non-Circumvention, Non-Disclosure and Confidentiality Agreement shall constitute a legal and binding instrument. By setting forth my hand below I warrant that I have complete authority to enter into THIS AGREEMENT.

For: \_\_\_\_\_



Signature  
Name: Vik Grover, CFA

07/28/15  
Date  
Title: CEO IXA

For: Net Savings Link, Inc.



Signature  
Name: Steven Baritz

7-28-15  
Date  
Title: CEO, Net Savings Link, Inc.